

House Engrossed Senate Bill

FILED

**JANICE K. BREWER
SECRETARY OF STATE**

State of Arizona
Senate
Forty-eighth Legislature
First Regular Session
2007

CHAPTER 100

SENATE BILL 1227

AN ACT

AMENDING TITLE 33, CHAPTER 10, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 33-1318; AMENDING SECTION 33-1361, ARIZONA REVISED STATUTES; RELATING TO THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 33, chapter 10, article 1, Arizona Revised Statutes,
3 is amended by adding section 33-1318, to read:

4 33-1318. Early termination by tenant for domestic violence;
5 conditions; lock replacement; access refusal; treble
6 damages; defense

7 A. A TENANT MAY TERMINATE A RENTAL AGREEMENT PURSUANT TO THIS SECTION
8 IF THE TENANT PROVIDES TO THE LANDLORD WRITTEN NOTICE PURSUANT TO THIS
9 SECTION THAT THE TENANT IS THE VICTIM OF DOMESTIC VIOLENCE AS DEFINED IN
10 SECTION 13-3601. THE TENANT'S RIGHTS AND OBLIGATIONS UNDER THE RENTAL
11 AGREEMENT ARE TERMINATED AND THE TENANT SHALL VACATE THE DWELLING AND AVOID
12 LIABILITY FOR FUTURE RENT AND SHALL NOT INCUR EARLY TERMINATION PENALTIES OR
13 FEES IF THE TENANT PROVIDES TO THE LANDLORD A WRITTEN NOTICE REQUESTING
14 RELEASE FROM THE RENTAL AGREEMENT WITH A MUTUALLY AGREED ON RELEASE DATE
15 WITHIN THE NEXT THIRTY DAYS, ACCOMPANIED BY ANY ONE OF THE FOLLOWING:

16 1. A COPY OF ANY PROTECTIVE ORDER ISSUED PURSUANT TO SECTION 13-3602
17 TO A TENANT WHO IS A VICTIM OF DOMESTIC VIOLENCE. A LANDLORD MAY ALSO
18 REQUEST A RECEIPT OR SIGNED STATEMENT THAT THE ORDER OF PROTECTION HAS BEEN
19 SUBMITTED TO AN AUTHORIZED OFFICER OF A COURT FOR SERVICE.

20 2. A COPY OF A WRITTEN DEPARTMENTAL REPORT FROM A LAW ENFORCEMENT
21 AGENCY THAT STATES THAT THE TENANT NOTIFIED THE LAW ENFORCEMENT AGENCY THAT
22 THE TENANT WAS A VICTIM OF DOMESTIC VIOLENCE.

23 3. A LANDLORD MAY REQUEST FROM THE VICTIM THE NAME AND ADDRESS OF THE
24 PERSON NAMED IN AN ORDER OF PROTECTION OR A DEPARTMENTAL REPORT PURSUANT TO
25 SUBSECTION A OF THIS SECTION, IN WRITING, IF KNOWN BY THE VICTIM.

26 B. THE TENANT MAY TERMINATE THE RENTAL AGREEMENT PURSUANT TO THIS
27 SECTION ONLY IF THE ACTIONS, EVENTS OR CIRCUMSTANCES THAT RESULTED IN THE
28 TENANT BEING A VICTIM OF DOMESTIC VIOLENCE AS DEFINED IN SECTION 13-3601
29 OCCURRED WITHIN THE THIRTY DAY PERIOD IMMEDIATELY PRECEDING THE WRITTEN
30 NOTICE OF TERMINATION TO THE LANDLORD, UNLESS WAIVED BY THE LANDLORD.

31 C. IF THE TENANT TERMINATES THE RENTAL AGREEMENT AS PRESCRIBED BY THIS
32 SECTION AND IF THE TENANT IS SOLELY OR JOINTLY LIABLE ON THE RENTAL
33 AGREEMENT, THE TENANT IS LIABLE ONLY FOR RENT OWED OR PAID THROUGH THE DATE
34 OF THE LEASE TERMINATION PLUS ANY PREVIOUS OBLIGATIONS OUTSTANDING ON THAT
35 DATE. THE AMOUNT DUE FROM THE TENANT SHALL BE PAID TO THE LANDLORD ON OR
36 BEFORE THE DATE THE TENANT VACATES THE DWELLING. IF THE TENANT HAS PREPAID
37 RENT THAT WOULD APPLY FOR THE MONTH IN WHICH THE LEASE IS TERMINATED, THE
38 LANDLORD MAY RETAIN THE PREPAID RENT AND NO REFUND IS DUE TO THE TENANT. IF
39 THE TENANT HAS PAID A SECURITY DEPOSIT PURSUANT TO SECTION 33-1321, THE
40 SECURITY DEPOSIT SHALL NOT BE WITHHELD FOR THE EARLY TERMINATION OF THE LEASE
41 IF THE TENANT MEETS THE REQUIREMENTS PRESCRIBED BY SUBSECTION A OF THIS
42 SECTION, BUT MAY BE WITHHELD FOR PAYMENT OF DAMAGES WHICH THE LANDLORD HAS
43 SUFFERED BY REASON OF THE TENANT'S NONCOMPLIANCE WITH SECTION 33-1341.

1 D. A TENANT WHO IS A VICTIM OF DOMESTIC VIOLENCE MAY REQUIRE THE
2 LANDLORD TO INSTALL A NEW LOCK TO THE TENANT'S DWELLING IF THE TENANT PAYS
3 FOR THE COST OF INSTALLING THE NEW LOCK. A LANDLORD MAY COMPLY WITH THIS
4 REQUIREMENT BY DOING EITHER OF THE FOLLOWING:

- 5 1. REKEYING THE LOCK IF THE LOCK IS IN GOOD WORKING CONDITION.
- 6 2. REPLACING THE ENTIRE LOCKING MECHANISM WITH A LOCKING MECHANISM OF
7 EQUAL OR BETTER QUALITY THAN THE LOCK BEING REPLACED.

8 E. A LANDLORD WHO INSTALLS A NEW LOCK AT THE TENANT'S REQUEST MAY
9 RETAIN A COPY OF THE KEY THAT OPENS THE NEW LOCK. NOTWITHSTANDING ANY
10 PROVISION IN THE RENTAL AGREEMENT, THE LANDLORD MAY REFUSE TO PROVIDE A KEY
11 THAT OPENS THE NEW LOCK TO THE PERSON NAMED IN AN ORDER OF PROTECTION OR A
12 DEPARTMENTAL REPORT PURSUANT TO SUBSECTION A OF THIS SECTION.

13 F. A LANDLORD SHALL REFUSE TO PROVIDE ACCESS TO THE DWELLING TO
14 RECLAIM PROPERTY TO ANY TENANT IF THE TENANT IS THE PERSON NAMED IN AN ORDER
15 OF PROTECTION OR A DEPARTMENTAL REPORT PURSUANT TO SUBSECTION A OF THIS
16 SECTION WHO HAS BEEN SERVED WITH AN ORDER OF PROTECTION NAMING THAT TENANT AS
17 THE DEFENDANT AND THE LANDLORD HAS RECEIVED A COPY OF THE ORDER OF
18 PROTECTION, UNLESS A LAW ENFORCEMENT OFFICER ESCORTS THE TENANT INTO AND OUT
19 OF THE DWELLING.

20 G. A TENANT WHO TERMINATES A LEASE PURSUANT TO THIS SECTION AND WHO IS
21 CONVICTED OF FALSELY FILING A DEPARTMENTAL REPORT OR ORDER OR PROTECTION FOR
22 DOMESTIC VIOLENCE IS LIABLE TO THE LANDLORD FOR TREBLE DAMAGES FOR PREMATURE
23 TERMINATION OF THE LEASE.

24 H. A PERSON NAMED IN AN ORDER OF PROTECTION OR A DEPARTMENTAL REPORT
25 PURSUANT TO SUBSECTION A OF THIS SECTION WHO PROVOKES AN EARLY LEASE
26 TERMINATION UNDER THIS SECTION IS DEEMED TO HAVE INTERFERED WITH THE
27 RESIDENTIAL RENTAL AGREEMENT BETWEEN THE LANDLORD AND TENANT REGARDLESS OF
28 WHETHER THE PERSON NAMED IN AN ORDER OF PROTECTION OR A DEPARTMENTAL REPORT
29 PURSUANT TO SUBSECTION A OF THIS SECTION IS A PARTY TO THE RENTAL AGREEMENT,
30 AND THE PERSON NAMED IN AN ORDER OF PROTECTION OR A DEPARTMENTAL REPORT
31 PURSUANT TO SUBSECTION A OF THIS SECTION MAY BE CIVILLY LIABLE FOR ALL
32 ECONOMIC LOSSES INCURRED BY A LANDLORD FOR THE DOMESTIC VIOLENCE EARLY LEASE
33 TERMINATION. THIS CIVIL LIABILITY INCLUDES UNPAID RENT, EARLY LEASE
34 TERMINATION FEES, COSTS TO REPAIR DAMAGE TO THE PREMISES AND ANY REDUCTIONS
35 OR WAIVERS OF RENT PREVIOUSLY GRANTED TO THE TENANT WHO WAS THE VICTIM OF
36 DOMESTIC VIOLENCE.

37 I. IF THERE ARE MULTIPLE TENANTS WHO ARE PARTIES TO A RENTAL AGREEMENT
38 THAT HAS BEEN TERMINATED UNDER THIS SECTION, THE TENANCY FOR THOSE TENANTS
39 ALSO TERMINATES. THE TENANTS WHO ARE NOT THE VICTIMS OF DOMESTIC VIOLENCE,
40 EXCLUDING THE PERSON NAMED IN AN ORDER OF PROTECTION OR A DEPARTMENTAL REPORT
41 PURSUANT TO SUBSECTION A OF THIS SECTION THAT CAUSED THE TERMINATION OF THE
42 LEASE PURSUANT TO THIS SECTION, MAY BE RELEASED FROM ANY FINANCIAL
43 OBLIGATIONS DUE UNDER THE PREVIOUSLY EXISTING RENTAL AGREEMENT AND THE
44 REMAINING TENANTS MAY BE PERMITTED TO ENTER INTO A NEW LEASE WITH THE
45 LANDLORD IF THE TENANTS MEET ALL CURRENT APPLICATION REQUIREMENTS.

1 J. AN EMERGENCY ORDER OF PROTECTION OR A PROTECTIVE ORDER THAT IS
2 ISSUED TO A RESIDENT OF A RENTAL PROPERTY AUTOMATICALLY APPLIES TO THE ENTIRE
3 RESIDENTIAL RENTAL PROPERTY IN WHICH THE TENANT HAS A RENTAL AGREEMENT.

4 K. THIS SECTION SHALL NOT BE CONSTRUED TO LIMIT A LANDLORD'S RIGHT TO
5 TERMINATE A LEASE PURSUANT TO SECTION 33-1368 AGAINST THE VICTIM FOR ACTIONS
6 UNRELATED TO THE ACT OF DOMESTIC VIOLENCE.

7 L. A LANDLORD IS NOT LIABLE FOR ANY ACTIONS TAKEN IN GOOD FAITH
8 PURSUANT TO THIS SECTION.

9 Sec. 2. Section 33-1361, Arizona Revised Statutes, is amended to read:
10 33-1361. Noncompliance by the landlord

11 A. Except as provided in this chapter, if there is a material
12 noncompliance by the landlord with the rental agreement, including a material
13 falsification of the written information provided to the tenant, the tenant
14 may deliver a written notice to the landlord specifying the acts and
15 omissions constituting the breach and that the rental agreement will
16 terminate upon a date not less than ten days after receipt of the notice if
17 the breach is not remedied in ten days. If there is a noncompliance by the
18 landlord with section 33-1324 materially affecting health and safety, the
19 tenant may deliver a written notice to the landlord specifying the acts and
20 omissions constituting the breach and that the rental agreement will
21 terminate upon a date not less than five days after receipt of the notice if
22 the breach is not remedied in five days. For the purposes of this section,
23 material falsification ~~shall include~~ INCLUDES FALSE INFORMATION RELATING TO
24 availability of the unit, except when a holdover tenant is in illegal
25 possession or in violation of the rental agreement, the condition of the
26 premises and any current services as represented by the landlord in writing
27 ~~as well as any written representation, as well as~~ AND any representation
28 regarding future services and any future changes regarding the condition of
29 the premises, the provision of utility services and the designation of the
30 party responsible for the payment of utility services. The rental agreement
31 shall terminate and the dwelling unit shall be vacated as provided in the
32 notice subject to the following:

33 1. If the breach is remediable by repairs or the payment of damages or
34 otherwise and the landlord adequately remedies the breach prior to the date
35 specified in the notice, the rental agreement will not terminate.

36 2. The tenant may not terminate for a condition caused by the
37 deliberate or negligent act or omission of the tenant, a member of the
38 tenant's family or other person on the premises with the tenant's consent.

39 B. Except as provided in this chapter, the tenant may recover damages
40 and obtain injunctive relief for any noncompliance by the landlord with the
41 rental agreement or WITH section 33-1318 OR 33-1324.

42 C. The remedy provided in subsection B of this section is in addition
43 to any right of the tenant arising under subsection A of this section.

44 D. If the rental agreement is terminated, the landlord shall return
45 all security recoverable by the tenant under section 33-1321.

APPROVED BY THE GOVERNOR APRIL 18, 2007.